

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

60-14

Resolution No. _____

Passed _____

, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH THE CITY OF COLUMBUS FOR THE RESURFACING OF SAWMILL ROAD WITHIN THE CITY OF DUBLIN

WHEREAS, the cities of Dublin and Columbus identified the need to repair and resurface Sawmill Road from I-270 south to State Route 161; and

WHEREAS, the two outside southbound lanes of this section of Sawmill Road are located in Dublin's jurisdiction and Dublin is responsible for pavement maintenance; and

WHEREAS, Dublin has coordinated with Columbus to include pavement maintenance and curb ramps within Dublin's jurisdiction in Columbus' contract; and

WHEREAS, the Dublin Community Plan promotes working cooperatively with surrounding jurisdictions to promote regional transportation planning and programming; and

WHEREAS, Dublin agrees to reimburse Columbus for the work performed within Dublin's jurisdiction as a part of Columbus' contract.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, _____ of its elected members concurring, that:

Section 1. The City Manager is hereby authorized to enter into a Reimbursement Agreement with the City of Columbus for the resurfacing of Sawmill Road within the City of Dublin, in substantially the same form as attached, with changes not inconsistent with this Resolution and not substantially adverse to this City and which shall be approved by the City Manager and Director of Finance. The approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by their execution thereof.

Section 2. The City Manager, the Clerk of Council, the Director of Law, the Director of Finance, or other appropriate officers of the City are hereby authorized to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Resolution. The City Manager and the Director of Finance are also authorized, for and in the name of the City, to execute any amendments to the Reimbursement Agreement, which amendments are not inconsistent with this Resolution and not substantially adverse to this City.

Section 3. This Resolution shall take effect upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2014.

Mayor - Presiding Officer

ATTEST:

Clerk of Council



City of Dublin

Office of the City Manager

5200 Emerald Parkway • Dublin, OH 43017-1090

Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Members of Dublin City Council

From: Marsha I. Grigsby, City Manager 

Date: June 27, 2014

Initiated By: Megan O'Callaghan, P.E., Public Service Director

Re: Resolution No. 60-14 – Authorizing the City Manager to Enter into a Reimbursement Agreement With the City of Columbus for the Resurfacing of Sawmill Road within the City of Dublin

Summary

The two outside southbound lanes of Sawmill Road from I-270 south to State Route 161 are located in the City of Dublin (Dublin). Therefore, Dublin is responsible for pavement maintenance on that section of Sawmill Road. The remaining lanes in this section are located in the City of Columbus. The entire section of Sawmill Road south of I-270 severely deteriorated over this past winter and the pavement is in need of repair this year. The City of Columbus (Columbus) will be repairing and resurfacing their portion of Sawmill Road in late July.

In the interest of cooperation, efficiency, and minimizing traffic impacts, Dublin staff has been coordinating with Columbus staff to include pavement maintenance and curb ramp work needed for Dublin's section in Columbus' contract. Based on the current estimate, Dublin will contribute \$152,326.42 to this project to resurface, replace pavement markings, and perform curb ramp repairs within Dublin's jurisdiction.

This work is being accomplished as a part of Columbus' Resurfacing 2014 Project 1. Kokosing Construction Company, Inc. is the contractor and plans on performing the work in late July. Dublin's share will be due to Columbus later this summer after the work is completed.

Recommendation

Staff recommends approval of Resolution 60-14, authorizing the City Manager to enter into a reimbursement agreement with the City of Columbus for pavement resurfacing of Sawmill Road and to perform curb ramp repairs within the City of Dublin.

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ENTER INTO A REIMBURSEMENT AGREEMENT WITH
THE CITY OF COLUMBUS FOR THE RESURFACING OF
SAWMILL ROAD WITHIN THE CITY OF DUBLIN**

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Section 3. This Resolution shall take effect upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2014.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

**CAPITAL IMPROVEMENTS PROJECT
REIMBURSEMENT AGREEMENT
BETWEEN
CITY OF COLUMBUS, OHIO
AND
CITY OF DUBLIN, OHIO
FOR
RESURFACING - RESURFACING 2014 PROJECT 1
CAPITAL IMPROVEMENT PROJECT 530282-912014**

This Reimbursement Agreement (the "Agreement"), pursuant to Ordinance No. _____, passed the _____ day of _____, 2014, is made and entered into this _____ day of _____, 2014, by and between the City of Columbus, State of Ohio, hereinafter designated COLUMBUS, acting by and through its Director of the Department of Public Service, hereinafter designated the DIRECTOR, and the City of Dublin, State of Ohio, hereinafter designated DUBLIN, collectively "Parties"; and

WHEREAS, COLUMBUS proposes to construct or to cause to be constructed the Public Infrastructure Improvements as defined in Exhibit A attached hereto and incorporated herein and further known as the "Improvements"; and

WHEREAS, COLUMBUS recognizes the benefit that the Improvements will have on its citizens and that it is in its best interests of COLUMBUS to enter into a Reimbursement Agreement with DUBLIN to construct such Improvements within the Dublin corporation limits; and

WHEREAS, upon completion of the Improvements, DUBLIN shall make payment to COLUMBUS for said Improvements within the Dublin corporation limits.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree, as follows:

1. DEFINITIONS:

- A. "Contract Documents" shall mean collectively: a) this Agreement, including attachments/exhibits; and b) the approved plans and specifications for the Improvements.
- B. "Cost of Work" is defined as the total cost of the project for the construction and inspection of the Improvements pursuant to Section 3 herein.
- C. "Estimated Cost" means **\$152,326.42** for the Improvements within the Dublin corporation limits and specifically identified within Exhibit B, with the total not to exceed said amount, unless and until additional amounts are appropriated by DUBLIN, and an appropriate modification of this agreement is entered into by the parties.
- D. "Improvements" means those construction improvements described in the Contract Documents, and specifically identified within Exhibit A and within the Dublin corporation limits.

E. “Work” means the construction of the Improvements.

2. **CONTRACT TERM:** This contract shall commence on the date of execution and shall terminate after the project has been closed out.
3. **GENERAL CONSIDERATIONS:** In consideration of the promises of DUBLIN set forth herein, COLUMBUS agrees to construct, or cause to be constructed, the capital improvements identified in Exhibit A. In making the improvements, DUBLIN shall fully cooperate with COLUMBUS and shall follow and comply with all reasonable requests and instructions of COLUMBUS. The CITY or its contractor(s) shall be responsible for complying with all other Federal State and Local laws.

In communications with each other, the Parties shall respond in a timely manner.

4. **PROJECT GUARANTY:** COLUMBUS shall require its Contractor(s) to warrant that the Work shall be free from defects in materials and workmanship (without regard to the standard of care exercised in its performance) for a period of one (1) year after final written acceptance of the Work. COLUMBUS' contractor(s) shall at its own expense:
 - A. Correct or re-execute any of the Work that fails to conform to the requirements of the Contract Documents and appears during the prosecution of the Work.
 - B. Correct any defects in materials and workmanship of the Work (without regard to the standard of care exercised in its performance) which appear within a period of one (1) year after final written acceptance of the Work or within such longer period of time as may be set forth in the Contract Documents, and
 - C. Replace, repair, or restore any parts of the Work or any of the fixtures, equipment, or other items placed therein that are injured or damaged as a consequence of any such failure or defect, or as a consequence of corrective action taken pursuant hereto.
5. **ACCEPTANCE OF THE WORK:** Acceptance of the Improvements by DUBLIN shall not relieve COLUMBUS of its responsibility for defects in material or workmanship as set forth in Section 4.
6. **RECORD PLAN DRAWINGS:** If requested by DUBLIN for work done in their jurisdiction, COLUMBUS shall be responsible for requiring and compensating the design engineer for the preparation of record plan drawings for the subject project in accordance with the guidelines established by DUBLIN. The cost for preparation of record plan drawing preparation shall be reimbursed to COLUMBUS by DUBLIN. DUBLIN shall reimburse COLUMBUS within 30 calendar days of receipt of invoice.
7. **PERFORMANCE AND PAYMENT BOND:** COLUMBUS agrees to require the subcontractor who performs the improvements to execute a contract performance and payment bond for 100% of the Work.
8. **PUBLIC USE:** DUBLIN and COLUMBUS agree that all improvements under this contract shall be dedicated for public use. Upon expiration of the one (1) year guarantee period as set forth in Section 5 herein, DUBLIN shall accept all maintenance responsibility for the improvements constructed under this agreement.

9. **ESTIMATED COST AND FINAL ACCOUNTING:** The estimated cost is **\$152,326.42**.
- A. **Exclusive Right** – Dublin agrees that the Estimated Cost for the Improvements will be limited to those items specifically delineated within Exhibit “B”. The CITY, through the DIRECTOR, reserves the exclusive right to consider authorizing reasonable increases and/or decreases in said items, or approving new items that are deemed reasonable to the successful completion of the project, so long as the cost therein does not exceed the Estimated Cost.
- B. **Construction Inspection Approval** – When COLUMBUS’s contractor(s) completes all of the Improvements set forth within Exhibit A, DUBLIN may request a final inspection. If items remain which must be completed or remedied by COLUMBUS’s contractor(s) as determined by DUBLIN, COLUMBUS shall cause the work to be performed immediately upon being notified. All work must pass final inspection by COLUMBUS, and include a final accounting of the construction items utilized.
- C. **Final Accounting** – For purposes of determining the final construction cost of the project, COLUMBUS shall be required to keep complete and accurate books of account showing the Cost of Work and shall provide documentation of project related expenditures. When COLUMBUS has made final inspection and has deemed the Improvement to have been constructed in accordance with the contract documents, COLUMBUS shall proceed with a final accounting to arrive at the Cost of Work. COLUMBUS shall invoice DUBLIN and DUBLIN shall make payment to COLUMBUS within 30 days of receipt of invoice.
- If the final cost is greater than the Estimated Cost and additional funding is required, COLUMBUS and DUBLIN shall promptly modify this agreement, and DUBLIN shall make payment to COLUMBUS within 30 days of receipt of invoice and copy of executed agreement modification.
- D. **Invoices** – COLUMBUS shall provide DUBLIN with one (1) invoice for the Cost of Work, including City of Columbus inspection costs, that are applicable to the construction of the project, as defined in Section 1 hereof. The invoice is required to be itemized so as to provide a clear definition of the work.
10. **LEGAL JURISDICTION:** All claims, counterclaims, disputes and other matters in question between DUBLIN, its agents and employees, and COLUMBUS, its contractors, subcontractors and agents arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.
11. **ENTIRE AGREEMENT:** This agreement shall constitute the entire agreement between the parties and shall supersede all prior agreements, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Work.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the dates appearing below.

CITY OF COLUMBUS

By: _____
Tracie Davies, Director
Department of Public Service

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

Richard C. Pfeiffer, Jr., City Attorney

CITY OF DUBLIN

By: _____
Marsha I. Grigsby
City Manager

Date _____

EXHIBIT “A”

The scope of work for the Improvements within Dublin’s corporation limits includes resurfacing of Sawmill Road between SR 161 and I-270 and replacing and / or installing ADA ramps at Sawmill Road and SR 161.

EXHIBIT “B”

EXHIBIT B: CITY OF DUBLIN'S ESTIMATE

REF. NO.	ITEM NO.	DESCRIPTION	UNITS	SECTION (A)	SECTION (B)	TOTAL	Total
RESURFACING							
16	254	PLANING, ASPHALT CONCRETE (1" TO 3"), AS PER PLAN	SQ YD	698.00	11,060.00	11,758.00	\$1.10 \$12,933.80
21	407	COVER AGGREGATE	TON	1.86	29.49	31.00	\$7.00 \$217.00
22	407	TACK COAT	GALLON	69.80	1,106.00	1,176.00	\$2.00 \$2,352.00
31	448	ASPHALT CONCRETE, SURFACE COURSE, (HEAVY TRAFFIC), PG70-22M (1.5")	CU YD	29.08	460.83	490.00	\$171.00 \$83,790.00
							RESURFACING TOTAL: \$99,292.80
ADA CURB RAMP							
RAMP #1 RAMP #2 RAMP #7 RAMP #8							
3	202	ADA CURB AND GUTTER REMOVED	LIN FT	21.00	38.00	111.00	\$8.90 \$987.90
5	202	ADA WALK REMOVED	SQ FT	312.00	420.00	1,258.00	\$2.60 \$3,270.80
NEW	202	ADA CONCRETE MEDIAN REMOVED	SQ YD	60.00		60.00	\$31.85 \$1,911.00
12	203	ADA EXCAVATION	CU YD	1.50	1.50	1.50	\$5.00 \$30.00
43	608	ADA CONCRETE WALK, 8"	SQ FT	335.00	171.00	432.00	\$5.95 \$8,175.30
44	608	ADA CURB RAMPS	EACH	1.00	1.00	1.00	\$130.00 \$520.00
45	608	ADA DETECTABLE WARNINGS, TYPE E	EACH	1.00	1.00	1.00	\$170.00 \$680.00
48	609	ADA COMBINATION CURB AND GUTTER, TYPE STANDARD	LIN FT	21.00	38.00	111.00	\$18.05 \$2,003.55
NEW	609	ADA CONCRETE MEDIAN	SQ YD	13.80		13.80	\$79.60 \$1,098.48
57	614	ADA LAW ENFORCEMENT OFFICER WITHOUT PATROL CAR	HOUR	2.50	2.50	2.50	\$53.00 \$530.00
58	614	ADA MAINTAINING TRAFFIC, AS PER PLAN	EACH	1.00	1.00	1.00	\$30.00 \$120.00
65	625	ADA PULLBOX, 11" x 18" x 18" D	EACH	1.00		1.00	\$880.00 \$880.00
66	625	CONDUIT, 1", 713.04 **CONTINGENCY**	LIN FT	100.00		100.00	\$12.00 \$1,200.00
67	625	CONDUIT, 2", 713.04 **CONTINGENCY**	LIN FT	100.00		100.00	\$16.00 \$1,600.00
68	625	GROUND ROD **CONTINGENCY**	EACH	2.00		2.00	\$257.00 \$514.00
70	625	TRENCH **CONTINGENCY**	LIN FT	200.00		200.00	\$17.50 \$3,500.00
71	630	ADA REMOVAL OF GROUND MOUNTED SIGN AND STORAGE, RE-ERECTION	EACH	1.00		1.00	\$300.00 \$300.00
76	632	DETECTOR LOOP, AS PER PLAN	EACH	2.00		2.00	\$990.00 \$1,980.00
77	632	LOOP DETECTOR LEAD-IN CABLE **CONTINGENCY**	LIN FT	200.00		200.00	\$4.00 \$800.00
82	644	CROSSWALK LINE, 10"	LIN FT	230.00		230.00	\$3.00 \$690.00
NEW	644	REMOVAL OF PAVEMENT MARKING	LIN FT	525.00		525.00	\$6.00 \$3,150.00
93	644	STOP LINE, 20"	LIN FT	60.00		60.00	\$6.00 \$360.00
105	653	ADA TOPSOIL FURNISHED AND PLACED	CU YD	1.00	1.00	1.00	\$53.00 \$212.00
107	659	ADA SEEDING AND MULCHING	SQ YD	2.00	2.00	2.00	\$1.00 \$8.00
114	SPECIAL	ADA CONCRETE CURB 12" BEHIND WALK	LIN FT	23.20	20.00	15.40	\$15.10 \$1,235.18
116	SPECIAL	ADA PEDESTRIAN REMOTE PUSHBUTTON PEDESTAL, AS PER PLAN	EACH	1.00	1.00	2.00	\$2,350.00 \$4,700.00
							ADA CURB RAMP TOTAL: \$40,456.21

EXHIBIT B: CITY OF DUBLIN'S ESTIMATE					
REF. NO. ITEM NO.	DESCRIPTION	UNITS	SECTION (A)	SECTION (B)	TOTAL
		SUMMARY			
					RESURFACING TOTAL: \$99,292.80
					ADA CURB RAMP TOTAL: \$40,456.21
			CITY OF COLUMBUS' INSPECTION SERVICES (@9%):		\$12,577.41
			CITY OF DUBLIN'S TOTAL:		\$152,326.42